

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

OTO ANALYTICS, LLC,

Plaintiff,

v.

BENWORTH CAPITAL PARTNERS PR LLC,
BENWORTH CAPITAL PARTNERS LLC,
BERNARDO NAVARRO and CLAUDIA
NAVARRO,

Defendants.

Civil No. 23-01034 (GMM) *cons.*
Civil No. 24-01313 (GMM)

FEDERAL RESERVE BANK OF SAN
FRANCISCO,

Plaintiff-Intervenor,

v.

OTO ANALYTICS, LLC, BENWORTH
CAPITAL PARTNERS PR LLC, BENWORTH
CAPITAL PARTNERS LLC, BERNARDO
NAVARRO and CLAUDIA NAVARRO,

Defendants in Intervention.

**OTO ANALYTICS, LLC'S ANSWER TO
THE RESERVE BANK'S COMPLAINT IN INTERVENTION**

Plaintiff and Defendant in Intervention Oto Analytics, LLC (f/k/a Oto Analytics, Inc., d/b/a Womply) ("Womply"), by and through its undersigned counsel, hereby answers the claims contained in Plaintiff-Intervenor Federal Reserve Bank of San Francisco's (the "Reserve Bank") Complaint in Intervention (the "Complaint in Intervention"), dated August 2, 2024, as follows:

Womply denies each and every allegation contained in the Complaint in Intervention except for those allegations expressly and specifically admitted below. All admissions made in this Answer are made as of the date of the filing of the Complaint in Intervention, unless otherwise

stated. Womply reserves the right to amend and/or supplement this Answer. Unless otherwise defined, Womply adopts the defined terms used in the Complaint in Intervention.

ANSWER

RESPONSE TO THE NATURE OF THE ACTION¹

1. Paragraph 1 contains no specific allegations of fact and thus no response is required.

To the extent a response is required, Womply denies the allegations.

2. Paragraph 2 contains no specific allegations of fact and thus no response is required.

To the extent a response is required, Womply denies the allegations.

3. Paragraph 3 contains no specific allegations of fact and thus no response is required.

To the extent a response is required, Womply denies the allegations.

RESPONSE TO JURISDICTION AND VENUE

4. Paragraph 4 states a legal conclusion to which no response is required. To the extent a response is required, Womply admits that this Court retains jurisdiction over this action.

5. Paragraph 5 states a legal conclusion to which no response is required. To the extent a response is required, Womply admits that venue is proper in this District.

RESPONSE TO INTERVENOR

6. Womply admits the first and third sentences of Paragraph 6. The second sentence of Paragraph 6 states a legal conclusion to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny such allegations and on that basis denies the allegations.

¹ For ease of reference, Womply has reproduced the headings in the Reserve Bank's Complaint in Intervention. Womply denies all factual and legal characterizations contained in these headings.

RESPONSE TO FACTUAL BACKGROUND

A. The Reserve Bank and Benworth's Relationship Under the PPPLF

7. Admitted.

8. Admitted.

9. Admitted.

10. Womply admits that Benworth FL made PPP loans. Womply is otherwise without sufficient information to admit or deny the remaining allegations in Paragraph 10 and on that basis denies such allegations.

11. Womply is without sufficient information to admit or deny the allegations in Paragraph 11 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

12. Womply is without sufficient information to admit or deny the allegations in the body of Paragraph 12 and on that basis denies the allegations. The allegations in footnote 2, contained in Paragraph 12, contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in footnote 2, contained in Paragraph 12, and on that basis denies the allegations.

13. Womply is without sufficient information to admit or deny the allegations in Paragraph 13 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

14. The allegations in Paragraph 14 contain a legal conclusion to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 14 and on that basis denies the allegations and respectfully refers the Court to the referenced document for the complete and accurate contents thereof.

15. The allegations in Paragraph 15 contain a legal conclusion to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 15 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

16. The allegations in Paragraph 16 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 16 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

17. The allegations in Paragraph 17 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 17 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

18. The allegations in Paragraph 18 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 18 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

19. The allegations in Paragraph 19 contain a legal conclusion to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 19 and on that basis denies the allegations and respectfully refers the Court to the referenced document for the complete and accurate contents thereof.

20. Womply is without sufficient information to admit or deny the allegations in Paragraph 20 and on that basis denies the allegations.

21. Womply is without sufficient information to admit or deny the allegations in Paragraph 21 and on that basis denies the allegations.

22. The allegations in Paragraph 22 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 22 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

23. The allegations in Paragraph 23 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 23 and on that basis denies the allegations.

24. The allegations in Paragraph 24 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 24 and on that basis denies the allegations.

25. Womply is without sufficient information to admit or deny the allegations in Paragraph 25 and on that basis denies the allegations and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

26. Womply is without sufficient information to admit or deny the allegations in Paragraph 26 and on that basis denies the allegations.

27. Womply is without sufficient information to admit or deny the allegations in Paragraph 27 and on that basis denies the allegations.

28. Womply is without sufficient information to admit or deny the allegations in Paragraph 28 and on that basis denies the allegations.

29. Womply denies the allegations contained in Paragraph 29 regarding Womply's purported "failure to provide Benworth FL with certain requested loan files." Womply is

otherwise without sufficient information to admit or deny the remaining allegations in Paragraph 29 and on that basis denies such allegations.

B. Benworth's Relationship with Womply

i. Womply's Provision of Services to Benworth and Allegations of Misconduct

30. Admitted, however, Womply denies that it alleges it is owed approximately \$200 million in unpaid fees and interest from Benworth FL; Womply alleges it is currently owed unpaid fees and interest in excess of \$118 million by Benworth FL.

31. Womply denies the allegations in Paragraph 31 and respectfully refers the Court to the referenced document for the complete and accurate contents thereof.

32. Womply denies the allegations in Paragraph 32 and respectfully refers the Court to the referenced document for the complete and accurate contents thereof.

33. Womply denies the allegations in Paragraph 33 except admits that it entered into a Stipulated Order for Permanent Injunction and Monetary Judgment (the "FTC Order") and respectfully refers the Court to the FTC Order for the complete and accurate contents thereof.

34. Womply is without sufficient information to admit or deny the allegations in the first sentence of Paragraph 34, which purport to characterize statements made by Benworth, and on that basis denies such allegations. Womply denies the second sentence of Paragraph 34 except admits that Womply's Complaint contains a prayer for relief, and Womply respectfully refers the Court to Womply's Complaint for the complete and accurate contents thereof.

ii. The Arbitration

35. Admitted.

36. Womply admits the allegations in the first and third sentences of Paragraph 36. Womply denies the allegations in the second sentence of Paragraph 36, except admits that the

arbitrator concluded that Womply proved all elements of its breach of contract claims related to the payment of referral fees, API fees, and technology fees. Womply denies the allegations in the fourth sentence of Paragraph 36. Womply respectfully refers the Court to the Interim Award for the complete and accurate contents thereof.

37. Womply is without sufficient information to admit or deny the allegations in Paragraph 37, which purport to characterize statements made by Benworth FL, and on that basis denies the allegations.

38. Womply is without sufficient information to admit or deny the allegations in Paragraph 38 and on that basis denies the allegations.

39. Womply denies the allegations in Paragraph 39, except admits that it filed the referenced motion and that the arbitrator denied that motion and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

40. Womply denies the allegations in Paragraph 40, except admits that the arbitrator issued a Final Award on June 11, 2024, Benworth filed a motion to correct the Final Award, and Womply filed a petition to confirm the Final Award, and respectfully refers the Court to the referenced documents for the complete and accurate contents thereof.

iii. The Current Litigation Between Benworth and Womply

41. Womply denies the allegations in Paragraph 41, except admits that it filed a Complaint in the instant case and respectfully refers the Court to the Complaint for the complete and accurate contents thereof.

42. Womply denies the allegations in Paragraph 42, except admits that Benworth PR filed the Motion to Stay on March 27, 2023, and respectfully refers the Court to the Motion to Stay for the complete and accurate contents thereof.

43. Admitted.

44. Admitted.

45. Admitted.

46. Admitted.

47. Admitted.

48. Admitted.

49. Admitted.

50. Admitted.

51. The allegations in Paragraph 51 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 51 and on that basis denies the allegations.

52. The allegations in Paragraph 52 contain legal conclusions to which no response is required. To the extent a response is required, Womply is without sufficient information to admit or deny the allegations in Paragraph 52 and on that basis denies the allegations.

C. The Reserve Bank's Complaint Against Benworth and the Navarros

53. Admitted.

54. Womply denies the allegations in the body of Paragraph 54, except admits that the Reserve Bank's Complaint in Intervention seeks certain relief and respectfully refers the Court to the Reserve Bank's Complaint in Intervention for the complete and accurate contents thereof. Womply is without sufficient information to admit or deny the allegations in footnote 9, contained in Paragraph 54, and on that basis denies such allegations and respectfully refers the Court to the documents referenced therein for the complete and accurate contents thereof.

RESPONSE TO FIRST CAUSE OF ACTION: DECLARATORY RELIEF

55. Womply repeats and re-alleges the foregoing responses 1–54 as set forth above.

56. The allegations in Paragraph 56 contain a legal conclusion to which no response is required. To the extent a response is required, Womply denies the allegations in this Paragraph and respectfully refers the Court to 28 U.S.C. §§ 2201 and 2202 for the complete and accurate contents thereof.

57. The allegations in Paragraph 57 contain a legal conclusion to which no response is required. To the extent a response is required, Womply denies the allegations in this Paragraph and respectfully refers the Court to 28 U.S.C. § 2201 for the complete and accurate contents thereof.

58. The allegations in Paragraph 58 contain a legal conclusion to which no response is required. To the extent a response is required, Womply admits a dispute exists between Womply and Defendants, denies that a dispute exists between Womply and the Reserve Bank, and is without sufficient information to admit or deny whether a dispute exists between Defendants and the Reserve Bank, and on that basis denies such allegation.

59. Womply denies the first sentence of Paragraph 59 except admits that Womply's Complaint contains a prayer for relief, and Womply respectfully refers the Court to Womply's Complaint for the complete and accurate contents thereof. The second sentence in Paragraph 59 contains legal conclusions to which no response is required. To the extent a response is required, Womply denies such allegations.

60. Denied.

61. The allegations in Paragraph 61 contain a legal conclusion to which no response is required. To the extent a response is required, Womply denies the allegations.

62. The allegations in Paragraph 62 contain a legal conclusion to which no response is required. To the extent a response is required, Womply denies the allegations.

RESPONSE TO PRAYER FOR RELIEF

The Prayer for Relief contains a summary of the relief the Reserve Bank seeks, to which no response is required. To the extent a response is required, Womply denies that the Reserve Bank is entitled to any of the relief sought.

AFFIRMATIVE DEFENSES

Womply has not knowingly or intentionally waived any applicable defenses and reserves the right to amend its Answer to raise any defenses as they become available or apparent to Womply through discovery in this matter or otherwise, including with respect to any disputes regarding collections should they arise.

Dated this 1st day of October, 2024

Of Counsel:

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Respectfully submitted,

By: s/Alejandro J. Cepeda Diaz

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Intervention Oto Analytics, LLC*

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CERTIFICATE OF SERVICE

I certify that on October 1, 2024, I filed a copy of the foregoing document using the Court's CM/ECF system, which will automatically generate a Notice of Electronic Filing to all counsel of record in this matter.

s/ Alejandro J. Cepeda Diaz
Alejandro J. Cepeda Diaz